UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
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NOTIFICATION DATE	DELIVERY MODE
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) OR THIRTY (30) DAYS,
WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed
  after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any
  earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>01 October 2010</u>.

2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is
closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) <u>62-78,113-127,137 and 139</u> is/are pending in the application.

　　4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) <u>62-78,113-127,137 and 139</u> is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

　　Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

　　Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

　　a)☐ All   b)☐ Some * c)☐ None of:

　　　　1.☐ Certified copies of the priority documents have been received.

　　　　2.☐ Certified copies of the priority documents have been received in Application No. _____.

　　　　3.☐ Copies of the certified copies of the priority documents have been received in this National Stage
application from the International Bureau (PCT Rule 17.2(a)).

　　* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☒ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☒ Information Disclosure Statement(s) (PTO/SB/08)
　　Paper No(s)/Mail Date _____.

4)☐ Interview Summary (PTO-413)
　　Paper No(s)/Mail Date. _____ .

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

This is in reference to communication received 01 October 2010. Claims 62 – 78,

113 – 127, 137 and 139 are pending for examination.

Response to Arguments

In response to applicant's argument that cited references do not teach the

claimed invention because it is applicant's belief that cited reference require customers

to sign a Master Rental Agreement, as such counter bypass is only available to Hertz

Customers who have a pre-existing Master Rental Agreement.

However, applicant's claimed invention does not limit the customers to be

customers who do not have Master Rental Agreement. Applicant claimed invention

includes all customers (customers with and without Master Rental Agreement). As

currently claimed, cited reference teaches capability and concept for allowing customers

to rent a car by bypassing rental counter.

Applicant's other arguments and concerns for amended claims have been

responded to in response to pending claims.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly
claiming the subject matter which the applicant regards as his invention.

Claims 62 – 78, 113 – 127 and 136, and 139 are rejected under 35 U.S.C. 112,
second paragraph, as being vague to determine scope of subject matter which applicant
regards as the invention. Applicant added the limitation "wherein the electronically
accepting, communicating, electronic rental contract creating and rental transaction are
performed of whether the user has a pre-existing master rental agreement with a rental
car company that operates the rental car facility. It is known to one of ordinary skill in
the art, rental car company has franchised their facilities, and, each franchisor can have
their own rental agreement with local businesses. As currently claimed, it is not clear
which pre-existing rental agreement (franchisee or rental car company) will be
considered for generating a contract.

In addition, it not clear whether the rental contract is created in the same session
when the rental proposal is accepted by the applicant, because claimed invention in
dependent claims solicits for additional information from the customer, As it is old and
known that contract cannot be changed, but amended, there is a confusion whether the
contract as claimed by the applicant is a contract or something else.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set
> forth in section 102 of this title, if the differences between the subject matter sought to be patented and
> the prior art are such that the subject matter as a whole would have been obvious at the time the
> invention was made to a person having ordinary skill in the art to which said subject matter pertains.
> Patentability shall not be negatived by the manner in which the invention was made.

Claims 62 – 66, 71 – 78, 113 – 116, 121 – 127 and 128 – 135 are rejected

under 35 U.S.C. 103(a) as being unpatentable over Hertz Corporation hereinafter

known as Hertz in view of Avis Rent A Car System, Inc. hereinafter known as Avis

and Hertz Announces New, Elite Levels for #1 Club Gold Members in the US –

Revamps its #1 Club Membership with Free Upgrade to #1 Club Gold Service

hereinafter known as HertzGold.

Regarding claims 62 and 113, Hertz teaches system and method for online rental

vehicle reservation. Hertz teaches that that now you (user) can check the latest Hertz

rates and instantly make, modify (user can retrieve previously stored reservation to

make modification), or, cancel (user can retrieve previously stored reservation to

cancel) reservation on-line [page 17]. Hertz does not explicitly recite storing the

electronic rental agreement based upon said accepted rental proposal. However, Hertz

discloses that customers can modify or cancel reservations [pages 17]. **This clearly**

shows that Hertz may have some sort of storing capability to be able to allow

their clients to retrieve the reservation information. Avis discloses storing rental

information. Avis disclose to retrieve rental information base upon the reservation number [page 13].

Therefore, at the time of invention, it would have been obvious to one of ordinary skill in the art to modify Hertz by adopting teachings of Avis to be able to allow customers to retrieve their rental information at a later time; apply a known technique to a known device (method, or product) ready for improvement to yield predictable results; known work in one field of endeavor may prompt variations of it for use in either the same field or a different one based on design incentives or other market forces if the variations would have been predictable to one of ordinary skill in the art

Hertz in view of Avis does not explicitly recite creating a rental contract for a rental vehicle in response to an electronic acceptance by the user of the electronic rental proposal. However, HertzGold teaches concept and capability wherein HertzGold customers do not have to go to any counters. They can proceed straight to there pre-selected vehicle. **This clearly shows that HertzGold generates contract for their customers when a reservation is made to enable them to bypass the rental counter.**

Therefore, at the time of invention, it would have been obvious to one of ordinary skill in the art to modify Hertz in view of Avis by adopting teachings of HertzGold be enable their customers to bypass visit at the rental counter thereby saving them time; apply a known technique to a known device (method, or product) ready for improvement to yield predictable results; known work in one field of endeavor may prompt variations of it for use in either the same field or a different one based on design incentives or

other market forces if the variations would have been predictable to one of ordinary skill

in the art

Hertz in view of Avis and HertzGold teaches capability for:

creating and storing an electronic rental contract for a rental vehicle such that a

user need not visit a rental counter to create a rental contract when arriving at a car

rental facility to pick up the rental vehicle:

hosting a website on a server system, the website comprising a plurality of web

pages for access over a network by any of a plurality of client systems

[www.Hertz.com];

creating a rental vehicle reservation in response to data received through the

website from a client system [Hertz, page 67 – 68];

storing a reservation transaction within the server system, wherein the

reservation transaction is representative of the created rental vehicle reservation [Avis,

page 13];

electronically accepting additional data from a user through the website for a

potential rental of a rental vehicle based on the rental vehicle reservation [Hertz, page

67 – 68];

communicating an electronic rental proposal for display to the user on a web

page of the website, the electronic rental proposal being based on the rental vehicle

reservation and the accepted additional data [Hertz, page 67 – 68];

creating an electronic rental contract for a rental vehicle in response to an

electronic acceptance by the user of the electronic rental proposal, the electronic rental

contract permitting the user to avoid creating a rental contract at the rental counter when arriving at the car rental facility to pick up a rental vehicle in accordance with the electronic rental contract [HertzGold]; and

storing a rental transaction within the server system, wherein the rental transaction is representative of the created electronic rental contract [Avis, HertzGold];

wherein the electronically accepting, communicating, electronic rental contract creating and rental transaction storing steps are performed regardless of whether the user has a pre-existing master rental agreement with the rental car company that operates the rental facility (i.e. **user may or may not have a Master Rental Agreement**) [HertzGold]

Regarding claim 63, Hertz in view of Avis and HertzGold teaches capability for allocating a rental vehicle to the user at the car rental facility in accordance with the electronic rental contract without requiring the user to visit the rental counter [HertzGold].

Regarding claims 64 and 114, Hertz in view of Avis and HertzGold teaches capability for:

after the reservation creating step, electronically receiving input from the user indicative of a request to convert the created reservation into an electronic rental contract [HertzGold; and

responsive to the received input, providing a web page of the website to a client system for display thereon that is configured to solicit the additional data from the user (Hertz, Avis teach capability wherein customers can modify their rental information).

Regarding claims 65 and 115, Hertz in view of Avis and HertzGold teaches capability for:

after the reservation creating step, providing a web page of the website to the client system for display thereon that is configured to provide the user with a user-selectable option to only create the reservation and a user-selectable option to convert the created reservation into an electronic rental contract (**Hertz and Avis teaches providing web pages to users with plurality of selectable buttons for indication their selection. One of ordinary skill in the art can add create contract button on the web page displayed to the user**); and

receiving a user selection of the option to convert the created reservation into an electronic rental contract, thereby advancing the user to the web page that is configured to solicit the additional data from the user [**HertzGold, teaches of some contract between customer and HertzGold to enable the customer to bypass rental counter**].

Regarding claims 66 and 116, Hertz in view of Avis and HertzGold teaches capability for:

after the reservation creating step, sending an email to the user, wherein content

of the email can comprise:

(1) a confirmation of the created reservation, and

(2) a user-selectable link that is effective upon user selection to link the user to

the web page which can be configured to solicit the additional data from the user;

wherein the input receiving step capability and concept can comprise receiving a

user selection of the link (**sending confirmation emails to customer with active links**

is old and known technique known to one of ordinary skill in the art at the time of

reservation).

Regarding claims 71 and 121, Hertz in view of Avis and HertzGold teaches

capability for a user who has a pre-existing master rental agreement with the rental car

company, providing a web page of the website to a client system for display thereon

that is configured to solicit the data for creating the reservation from the user, and

automatically pre-filling at least a portion of the data for creating the reservation into that

web page from the master rental agreement [Hertz teaches capability for using

information from Master Agreement and user profile for reservation].

Regarding claims 72 and 122, Hertz in view of Avis and HertzGold teaches

capability for permitting the user to electronically modify the pre-filled data without

modifying the master rental agreement.

Regarding claims 73 and 123, Hertz in view of Avis and HertzGold teaches capability for:

receiving a modification of the pre-filled data from the user through the website; and

electronically notifying the user with a selectable option to keep the modification and a selectable option to revert to the pre-filled data

receiving a selection of one of the two options from the user; and

using the data for the reservation based on the received option selection.

Regarding claims 74 and 124, Hertz in view of Avis and HertzGold teaches capability wherein the additional data can be driver's license information for the user, and capability for performing the following steps before the communication step:

electronically performing a validation operation on the driver's license information such that the communicating step is not performed should the validation operation indicate the driver's license information is invalid (HertzGold and Hertz teaches concept for validating customers); and

should the validation operation indicate the driver's license information is invalid, electronically requesting that the user re-submit new driver's license information.

Regarding claims 75 and 125, Hertz in view of Avis and HertzGold teaches capability wherein the additional data can be credit card payment information for the user, capability for performing the following steps before the communication step:

electronically performing a validation operation on the credit card payment

information such that the communicating step is not performed should the validation

operation indicate the credit card payment information is invalid (**validating credit card**

prior to confirming an order is old and known to one of ordinary skill in the art);

and

should the validation operation indicate the credit card payment information is

invalid, electronically requesting that the user re-submit new credit card payment

information.

Regarding claims 76 and 126, as responded to earlier, Hertz in view of Avis and

HertzGold teaches capability for wherein the additional data can be driver's license

information for the user and credit card payment information for the user, and capability

for performing the following steps before the communication step:

electronically performing a first validation operation on the driver's license

information such that the communicating step is not performed should the first validation

operation indicate the driver's license information is invalid;

should the first validation operation indicate the driver's license information is

invalid, electronically requesting that the user re-submit new driver's license information;

electronically performing a second validation operation on the credit card

payment information such that the communicating step is not performed should the

second validation operation indicate the credit card payment information is invalid; and

should the second validation operation indicate the credit card payment

information is invalid, electronically requesting that the user re-submit new credit card

payment information.

Regarding claims 77, Hertz in view of Avis and HertzGold teaches capability

wherein the server system can be operated by the rental car company.

Regarding claims 78 and 127, Hertz in view of Avis and HertzGold teaches

capability wherein the additional data can be a modification of a the reservation data.

Regarding claims138, Hertz in view of Avis and HertzGold teaches capability to

perform the additional data acceptance, the electronic rental proposal communication,

the electronic rental contract creation and the rental transaction storage regardless of

whether the user has a pre-existing master rental agreement with a rental car company

that operates the car rental company.

Regarding claims 139, Hertz in view of Avis and HertzGold teaches capability to

perform the additional data acceptance, the electronic rental proposal communication,

the electronic rental contract creation and the rental transaction storage for a user who

does not have a pre-existing master rental agreement with the rental car company.

Claims 67 – 70, 117 – 120 are rejected under 35 U.S.C. 103(a) as being

unpatentable over Hertz Corporation hereinafter known as Hertz in view of Avis

Rent A Car System, Inc. hereinafter known as Avis and Hertz Announces New,

Elite Levels for #1 Club Gold Members in the US – Revamps its #1 Club

Membership with Free Upgrade to #1 Club Gold Service hereinafter known as

HertzGold and Coutts et al. US Patent 5,389,773 hereinafter known as Coutts.

Regarding claims 67 and 117, Hertz in view of Avis and HertzGold does not

explicitly teaches capability for automatically pre-filling at least a portion of the additional

data into a web page of the website from a rental history associated with the user.

However, Hertz teaches customers can use some or all information contained in

customers rental profile. Coutts teaches entering at least some of rental-related

information from the history based upon information from an identification of a user

without employing a master rental agreement (employs a technique in which aspects of

each user's previous behaviour and requirements in self-service transactions are

recorded and are then used to predict what that user's probable requirements will be in

future transactions).

Therefore, it would have been obvious to one of ordinary skill in the art at the

time the invention was made to modify Hertz in view of Avis as taught by Coutts to

increase the speed of operation in carrying out the rental reservation transaction; apply

a known technique to a known device (method, or product) ready for improvement to

yield predictable results; known work in one field of endeavor may prompt variations of it

for use in either the same field or a different one based on design incentives or other

market forces if the variations would have been predictable to one of ordinary skill in the

art

Regarding claims 68 and 118, Hertz in view of Avis, HertzGold and Coutts

teaches capability for:

receiving a selection by the user of a button on the web page that has been

configured to solicit the additional data from the user; and

responsive to the button selection, automatically pre-filling at least a portion of

the additional data into that web page from the rental history associated with the user.

Regarding claims 69 – 70 and 119 – 120, Hertz in view of Avis and HertzGold

teaches capability for automatically performing a suggestive sell for the potential rental

through a web page of the website based on a rental history associated with the user

wherein the suggestive sell is for an optional coverage item for the potential rental.

Conclusion

Applicant is required under 37 CFR '1.111 (c) to consider the references fully

when responding to this office action. The prior art made of record and not relied upon

is considered pertinent to applicant's disclosure.

1. Slowdown in Travel Hurts Rental-Car Companies.

Any inquiry concerning this communication or earlier communications from the

examiner should be directed to NARESH VIG whose telephone number is (571)272-

6810. The examiner can normally be reached on Mon-Thu 7:00 - 5:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, Jamisue Plucinski can be reached on (571) 272-6811. The fax phone

number for the organization where this application or proceeding is assigned is 571-

273-8300.

Information regarding the status of an application may be obtained from the

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USPTO Customer Service Representative or access to the automated information

system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

                                                    /Naresh Vig/
March 12, 2011   Primary Examiner, Art Unit 3629